

**PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS**

**APRIL 20, 2011**

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, April 20, 2011, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Tumpach, De Wane, Nicholson, Krueger, Haefs, Erickson, Brunette, Zima, Evans, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Scray, Carpenter, Lund

Excused: La Violette, Moynihan

Late: Theisen, Vander Leest, Fewell arrived at 7:10 p.m.

Total Present: 21                      Total Excused: 2                      Total Late: 3

**No. 1 -- ADOPTION OF AGENDA.**

A motion was made by Supervisor Krueger and seconded by Supervisor Carpenter **“to adopt the agenda”**.

Voice vote taken on agenda. Motion carried unanimously with no abstentions.

**No. 2 -- APPROVAL OF MINUTES OF MARCH 16, 2011.**

A motion was made by Supervisor Clancy and seconded by Supervisor Andrews **“to approve the minutes of March 16, 2011.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 3 -- ANNOUNCEMENTS OF SUPERVISORS.**

Supervisor Andrews announced that Devon Christensen from ARDC was awarded the Dreamers and Doers Award given by the American Association of University Women.

Supervisor Erickson announced the Green Bay Area Sports Club Smelt Fry will take place at the Stadium View on April 21<sup>st</sup> at 7pm.

Supervisor De Wane thanked everyone for the cards and letters he received for his recent knee surgery.

Supervisor Evans thanked the people of Green Bay for their support during the Mayoral Campaign. He congratulated Mayor Schmitt on winning the Office of Mayor. Supervisor Evans explained County Board Bonding history. He also invited everyone to attend the St. Jude Parish Picnic on June 4<sup>th</sup> and 5<sup>th</sup>; and Supervisor Evans stated that he will be there and is also working at the picnic.

**No. 4 -- COMMUNICATIONS**

**No. 4a -- FROM SUPERVISOR DANTINNE RE: HAVE BROWN COUNTY HIGHWAY LOOK INTO WEDGING AND CHIP SEALING VARIOUS COUNTY ROADS TO EXTEND THE LIFE OF THE HIGHWAY SYSTEM AND POSSIBLY TOUR THE ROADS TO SEE HOW CHIP SEALING WORKS.**

Refer to Planning, Development, and Transportation Committee

**No. 4b -- FROM SUPERVISOR ERICKSON RE: TO HAVE STAFF DRAFT A LETTER TO NOTIFY ALL GROUPS AND ORGANIZATIONS THAT RECEIVE FUNDING FROM BROWN COUNTY THAT SAID FUNDING MAY BE REDUCED OR ELIMINATED DUE TO POSSIBLE CUTS FROM THE STATE. THESE GROUPS SHOULD BE LOOKING FOR ALTERNATIVE FUNDING TO MEET THEIR BUDGETS FOR 2012**

Refer to Administration Department

**No. 4c -- FROM SUPERVISOR VANDER LEESE RE: REQUEST TO CREATE AN ORDINANCE REQUIRING MORE THAN ONE BID ON PROJECTS MORE THAN \$50,000**

Refer to Administration Committee

**No. 5 -- APPOINTMENTS BY THE COUNTY EXECUTIVE.**

**No. 5a -- APPOINTMENT OF CHUCK LAMINE TO THE PROFESSIONAL FOOTBALL STADIUM DISTRICT BOARD**

**No. 5b -- APPOINTMENT OF RAYMOND KOPIK TO THE SOLID WASTE MANAGEMENT BOARD**

A motion was made by Supervisor Andrews and seconded by Supervisor Fleck **“to approve the above appointment.”** Discussion was held on both items 5a and 5b appointments. It was the general feeling that the new County Executive should be allowed to make his own appointments.

A motion was made by Supervisor Erickson and seconded by Supervisor Evans **“to refer both 5a and 5b to the County Executive Office.”**

Following discussion, voice vote taken **“to refer 5a and 5b back to the County Executive”**. Motion carried unanimously with no abstentions.

Supervisors Theisen, Vander Leest, and Fewell arrived at 7:10

**No. 6a -- REPORT BY COUNTY EXECUTIVE.**

County Executive Streckenbach informed the County Board that the bond agent, Baird, has done a lot of work on the bonding and he will sign the Bond Sale.

The County Executive addressed the County Board and said he looks forward to meeting and working with the Board. He also spoke about focusing on tax relief for Brown County tax payers. He hopes to bring jobs to Brown County, which attributes to a great quality of life. He also hopes to find new ways for funding so it won't be necessary to raise taxes.

**No. 6b -- REPORT BY BOARD CHAIRMAN.**

County Board Chairman Zima asked for \$5.00 per County Board Member for the Coffee and Flower Fund.

Chairman Zima initiated a discussion on redistricting. He stated that the County increased by over 10,000 people in the last 10 years. He said that he would like to chat with the entire Board about redistricting, and explained that the Planners probably should have started the redistricting lines differently in order to make wards and districts better for the City of Green Bay.

Chairman Zima announced there will be a special meeting of the Executive Committee next week and Alicia will prepare legal notices. New maps for the City of Green Bay Supervisors will be available on Monday.

**No. 7 -- OTHER REPORTS. NONE.**

**No. 8 -- STANDING COMMITTEE REPORTS:**

**No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF MARCH 24, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on March 24, 2011 and recommends following motions the:

1. Review of minutes:
  - a. Brown County Housing Authority, February 21, 2011. Receive and place on file.
2. Communication from Supervisor Andrews re: Request that Human Resources review, expand and update the Brown County Code of Ordinances, Section 4.105 to include the prohibition of other forms of harassment to include physical and verbal forms. To refer back to staff and have Supervisor Andrews come back with a proposed policy to review at the next meeting.
3. Communication from Supervisor Brunette re: For clarification and possible correction of the County's policy regarding health insurance benefits for former County Employees.

- To refer to next meeting to allow Human Resources Director and Corporation Counsel to review this matter and come back with a report.
4. Communication from Supervisor Lund re: To look at developing work policies to put in place after the current union contracts have expired. To refer to HR staff and come back at the next meeting to get the process started.
  5. Information Services - Budget Status Financial Report for January, 2011. Receive and place on file.
  6. Information Services - Director's Report. Receive and place on file.
  7. Human Resources Activity Report for February, 2011. Receive and place on file.
  8. Human Resources - Director's Report. Receive and place on file.
  9. Dept. of Administration - 2011 Budget Adjustment Log. To approve.
  10. Dept. of Administration - 2011 Grant Application Approval Log. To approve.
  11. Dept. of Administration - Request for Asset Maintenance Funds (11-01): Major Fixed Mechanical System. To approve.
  12. Dept. of Administration - Budget Adjustment Request (11-20): Interdepartmental reallocation. To approve.
  13. Dept. of Administration - Information Services Unallocated Depreciation. Receive and place on file.
  14. Dept. of Administration - Award of Financial Reporting Achievement. Receive and place on file.
  15. Dept. of Administration - Director's Report. Receive and place on file.
  16. Facility & Park Management - Approval of Mail Service RFP. To approve the RFP with the correction of the mail pick up time being between the hours of 3:00 and 4:00 p.m.
  17. Facility & Park Management - Budget Status Financial Report for December, 2010. Receive and place on file.
  18. Facility & Park Management - Director's Report. Receive and place on file.
  19. Audit of bills. To approve.

A motion was made by Supervisor Lund and seconded by Supervisor Carpenter **"to adopt."**

Supervisor Haefs requested that item #1 be referred to Corporation Counsel.

Voice vote taken on remainder of report. Motion carried unanimously.

Item #1      Review of Minutes: Brown County Housing Authority, February 21, 2011.  
COMMITTEE ACTION: Receive and place on file.

A motion was made by Supervisor Erickson and seconded by Supervisor Lund **"to approve #1."**

Following discussion, a motion was made by Supervisor Lund and seconded by Supervisor Wetzel **"to send item #1 to Corporation Counsel for an opinion regarding 'abstentions' from voting due to conflict of interest on committee minutes."**

Voice vote taken to approve item #1 and get an opinion from Corporation Counsel. Motion carried, with Supervisor Haefs abstaining.

Approved by:       \s\ Troy Streckenbach, County Executive      

Date: 4/28/2011

**No. 8b --      REPORT OF EDUCATION AND RECREATION COMMITTEE OF APRIL 14, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on April 14, 2011 and recommends the following:

1. Review minutes of:
  - a) Library Board (February 17, 2011). Receive and place on file.
2. Communication from Supervisor Nicholson re: To allow the use of ATVs on the Brown County Trail. *See item #3*
3. Communication from Supervisor Nicholson re: To allow the use of ATVs on the Snowmobile Trail. Receive and place on file.
4. Golf Course - Budget Status Financial Report for December, 2010 and February, 2011. Receive and place on file.
5. Golf Course Financial Statistics as of April 1, 2011. Receive and place on file.
6. Golf Course - Superintendent's Report. Receive and place on file.
7. Parks - Discussion of communication from Northeast Youth Livestock Show. To refer to Parks Department staff to negotiate with NEYLS (Northeast Youth Livestock) to negotiate a cost in lieu of services performed.
8. Parks - Request for a waiver of fees from the Green Bay Duck Hunters Association for use of the Pamperin Park Dance Hall on April 2, 2011. To approve waiver of fees in lieu of services performed, in addition to the trash removal provision.
9. Parks - Budget Status Financial Reports for February, 2011. Receive and place on file.
10. Parks - Director's Report for February, 2011. To receive and place on file.
11. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex – February and March 2011. Receive and place on file.
12. Resch Centre/Arena/Shopko Hall - Response from Corporation Counsel re: VCB/PMI Arena Complex Lease with possible committee action and/or recommendation. *No action taken.*
- #12a Resch Centre/Arena/Shopko Hall - Resolution to Approve Third Amendment to Lease Agreement and Third Amendment to Assignment and Assumption Agreement. To refer to Executive Committee in absence of Corporation Counsel. See Resolutions, Ordinances April County Board.
13. Resch Centre/Arena/Shopko Hall - Update re: Repair and Maintenance Timeline at the Resch Center (standing item). Receive and place on file.
14. Zoo Monthly Activity Report.
  - a. NEW Zoo - Operations Report.
    - i. Admissions, Revenue, Attendance.
    - ii. Gift Shop, Mayan, Zoo Pass, Misc Revenue. Receive and place on file.
  - b. NEW Zoo - Education/Volunteer Programs Report. Receive and place on file.
  - c. NEW Zoo - Curator's Report. Receive and place on file.
  - d. NEW Zoo - Maintenance Supervisor Report. Receive and place file.
15. NEW Zoo - Budget Adjustment Request (#11-28): Restricted donations from Thrivent to be used towards the purchase of an event tent. *See item #17*

16. NEW Zoo - Budget Adjustment Request (#11-29): Parks to reimburse the Zoo for faulty installation of lion enrichment item. *See item #17*
17. NEW Zoo - Budget Adjustment Request (#11-30): Restricted donations from PCMC (\$500) to be used as sponsorship towards special event expense.
  - i. To suspend the rules and take #'s 15, 16, & 17 together.
  - ii. To approve #'s 15, 16, & 17.
18. Zoo Director Report. Receive and place on file.
19. Library - Budget Status Financial Report for February, 2011. Receive and place on file.
20. Library - Grant Application Review (#11-07): EPA Environmental Education Grant. To approve
21. Library - Budget Adjustment Request (#11-43): Increase in expenses with offsetting increase in revenue. To approve.
22. Library 2010 Budget Carryover Detail. Receive and place on file.
23. Library - Director's Report. Receive and place on file.
24. Museum - Budget Status Financial Report for January and February, 2011. Receive and place on file.
25. Neville Public Museum Attendance and Admissions for February and March, 2011. Receive and place on file.
26. Neville Public Museum Attendance 5-Year Span (2006-2010). Receive and place on file.
27. Museum Report. Receive and place on file.
28. Audit of bills. To approve audit of bills.

A motion was made by Supervisor Clancy and seconded by Supervisor Andrews **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 8b(i) -- REPORT OF "SPECIAL" EDUCATION & RECREATION COMMITTEE OF MARCH 31, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in special session on March 31, 2011 and recommends the following:

1. Presentation of cost estimates for repairing Central Library. *No action taken.*
2. Discussion and recommendation for repairing and renovating Central Library. To refer back master plan to Library Board to reduce cost and come back with a capitol plan and what county portion will be and what capital plan will be raised and estimate of principal and interest in bonding and what effect on the levy bonding will have.

A motion was made by Supervisor Evans and seconded by Supervisor Andrews **"to adopt."**

Supervisor Haefs requested that item #2 be referred back to committee.

Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #2      Discussion and recommendation for repairing and renovating Central Library.  
COMMITTEE ACTION: to refer back master plan to Library Board to reduce cost  
and come back with a capitol plan and what county portion will be and what  
capital plan will be raised and estimate of principle and interest in bonding and  
what effect on the levy bonding will have.

Following discussion on item #2, a motion was made by Supervisor De Wane and seconded by Supervisor Theisen **"to approve #2."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive      Date: 4/28/2011

**No. 8c --      REPORT OF EXECUTIVE COMMITTEE OF MARCH 28, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on March 28, 2011 and recommends the following motions:

1.      Eland Electric Appeal for the Brown County Project #1413 / #1413A – Photovoltaic Installations.
  - a) To grant Eland Electric's appeal. *No vote taken.*
  - b) To award to all the low bidders on the second round of bidding which would be Venture Electric on Base Bid A and Zeise Construction on Base Bids D, F, S and WHL. *No vote taken.*
  - c) To award the bid to Zeise. *No vote taken.*
  - d) To deny the appeal of Eland Electric and award the contract to Zeise Construction. Ayes: 2 (Zima, Brunette); Nays: 4 (Erickson, Evans, Lund, Scray). *Motion Failed.*
  - e) To grant Eland Electric's appeal. (Ayes: 4 (Erickson, Evans, Lund, Scray); Nays 2 (Zima, Brunette). *Motion Carried.*
2.      Communication from Supervisor Moynihan re: Request discussion and/or possible action or reclassification and/or step increase for Internal Auditor/Research Analyst. To refer this communication to Human Resources to re-evaluate the position with the added duties.
3.      Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
4.      County Executive Reports:
  - a) Budget Status Financial Report, December 31, 2010
  - b) Budget Status Financial Report, January 31, 2011
  - c) Budget Status Financial Report, February 28, 2011 Receive and place on file Items a, b & c.
  - d) Update re: Old Mental Health Center Building (standing item). Receive and place on file.
5.      Internal Auditor Report:
  - a) Budget Status Financial Report, December 31, 2010.
  - b) Budget Status Financial Report, February, 2011. Receive and place on file items a & b.

- c) Update on budget research and analysis. Receive and place on file.
- d) Upcoming Leave. Receive and place on file.
- 6. Board Attorney Report. Receive and place on file.
- 7. Vacating Budgeted Positions (Request to Fill) Warrants/TRO Clerk – Sheriff's Department.  
To approve.
- 8. Resolution re: Department of Human Resources Review of Individual Employment Contracts. To approve. See Resolutions, Ordinances April County Board.
- 9. Resolution re: Change in Table of Organization UW-Extension Extend Grant Funded Position (Got Dirt? Marketing Coordinator LTE). *See item #10.* See Resolutions, Ordinances April County Board.
- 10. Resolution re: Change in Table of Organization UW-Extension Addition of Grant Funded Position (Horticulture Project Coordinator LTE). To approve Items 9 & 10. See Resolutions, Ordinances April County Board.
- 11. Closed Session pursuant to Wis. Stats. § 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Labor Negotiations).
  - a) Enter into closed session.
  - b) Return to regular order of business.
  - c) *No action taken.*

A motion was made by Supervisor Andrews and seconded by Supervisor Carpenter **“to adopt.”**

Supervisor Dantine requested item #1 be taken separately. Vote to adopt the remainder of report passed unanimously.

Item #1      Eland Electric Appeal for the Brown County Project #1413 / #1413A – Photovoltaic Installations. COMMITTEE ACTION:

- a) To grant Eland Electric's appeal. No vote taken.
- b) To award to all the low bidders on the second round of bidding which would be Venture Electric on Base Bid A and Zeise Construction on Base Bids D, F, S, and WHL. No vote taken.
- c) To award the bid to Zeise. No vote taken.
- d) To deny the appeal of Eland Electric and award the contract to Zeise Construction. Ayes: 2 (Zima, Brunette) Nays: 4 (Erickson, Evans, Lund, Scray). Motion failed.
- e) To grant Eland Electric's appeal. Ayes: 4 (Erickson, Evans, Lund, Scray); Nays 2 (Zima, Brunette). Motion Carried.

A motion was made by Supervisor Dantine and seconded by Supervisor Andrews **“to adopt.”**

Following discussion, a voice vote was taken. Motion carried unanimously with no abstentions.

Approved by: \\s\ Troy Streckenbach, County Executive      Date: 4/28/2011



**No. 8c(i) -- REPORT OF "SPECIAL" EXECUTIVE COMMITTEE OF APRIL 19, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session on April 19, 2011 and recommends the following motions:

1. Resolution to Approve Third Amendment to Lease Agreement and Third Amendment to Assignment and Assumption Agreement. See Resolutions, Ordinances April County Board.
  - a. Response from Corporation Counsel re: VCB/PMI Arena Complex Lease with possible committee action and/or recommendation. *Referred from Education and Recreation Committee, April 14, 2011. To approve.*
2. Vacant Budgeted Positions (Request to Fill) Corporation Counsel – Staff Attorney (Child Support) (vacated 04/15/2011). To approve.
3. Letter from Green Bay Area Chamber of Commerce. Receive and place on file.
4. Review of redistricting options and recommendations to County Board re: tentative supervisory district plan. Refer back to staff.

A motion was made by Supervisor Andrews and seconded by Supervisor Van Vonderen **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 8c(ii) -- REPORT OF "SPECIAL" EXECUTIVE COMMITTEE OF APRIL 20, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session on April 20, 2011 and recommends the following motions:

1. Resolution re: Authorizing the Issuance and sale of \$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A. See Resolutions, Ordinances April County Board. To approve.

A motion was made by Supervisor Erickson and seconded by Supervisor Wetzel **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 8d --      REPORT OF HUMAN SERVICES COMMITTEE OF MARCH 30, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on March 30, 2011, and recommends the following motions:

1. Review Minutes of:
  - a. Children with Disabilities Education Board (February 23, 2011)
  - b. Human Services Board (February 10, 2011)
  - c. Legislative Subcommittee (February 22, 2011).

To take a, b, & c together and receive and place on file.
2. Human Services Dept. - Executive Director's Report. Receive and place on file.
3. Human Services Dept. - Update on Electronic Medical Records (EMR). Receive and place on file.
4. Human Services Dept. - High Cost Cases. Receive and place on file.
5. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. To approve.
6. Human Services Dept. - Community Treatment Center Update. Receive and place on file.
7. Human Services Dept. - Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
8. Human Services Dept. - Approval for New Non-Continuous Vendor. Receive and place on file.
9. Human Services Dept. - Request for New Vendor Contract. To approve.
10. Human Services Dept. - Monthly Contract Update. To approve.
11. Audit of bills. To pay the bills.

A motion was made by Supervisor Evans and seconded by Supervisor Andrews “to adopt.” Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:           \s\ Troy Streckenbach, County Executive                Date: 4/28/2011

**No. 8e --      REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF MARCH 28, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on March 28, 2011 and recommends the following motions.

1. Review minutes of:
  - a. Planning Commission Board of Directors (February 2, 2011). Receive and place on file.

2. Port Budget Status Financial Report for February, 2011. *See item #3.*
3. Solid Waste Budget Status Financial Report for February, 2011. To take #'s 2&3 together and receive and place on file.
4. Port & Solid Waste - Grant Application Review (#11-08): Renard Island Final Closure. To approve.
5. Port & Solid Waste - Resolution re: Opposing Elimination of Municipal Recycling Requirements and Opposing Elimination of Recycling Grant Programs. To approve. See Resolutions, Ordinances April County Board.
6. Port & Solid Waste - Director's Report. Receive and place on file.
7. Highway - Budget to Actual – December 2010. *See item #8.*
8. Highway - February 2011 Budget to Actual. To take #'s 7 & 8 together and receive and place on file.
9. Highway - Director's Report. *No report, no action.*
10. UW-Extension - Resolution re: Change in Table of Organization UW-Extension Extend Grant Funded Position (Got Dirt? Marketing Coordinator LTE). To approve. See Resolutions, Ordinances April County Board.
11. UW-Extension - Resolution re: Change in Table of Organization UW-Extension Addition of Grant Funded Position (Horticulture Project Coordinator LTE). To approve. See Resolutions, Ordinances April County Board.
12. UW-Extension - Budget Adjustment Request (#11-32): Increase in expenses with offsetting increase in revenue. To approve.
13. UW-Extension - Budget Adjustment Request (#11-33): Increase in expenses with offsetting increase in revenue. To approve.
14. UW-Extension - Director's Report. To receive and place on file.
15. Planning Commission - Budget Status Financial Report for December, 2010. Receive and place on file.
16. Property Listing - Budget Status Financial Report for December, 2010. Receive and place on file.
17. Zoning - Private onsite wastewater treatment system maintenance program update. Receive and place on file.
18. Zoning - Grant Application Review (#11-06): Onsite Wastewater Treatment RLF. To approve.
19. Zoning - Update regarding mandatory revision to Brown County Code Chapter 22 Shorelands and Wetlands Ordinance due to newly state adopted NR 115. Receive and place on file.
20. Zoning - Budget Status Financial Report for December, 2010. Receive and place on file.
21. Airport - Resolution re: Petitioning the Secretary of Transportation for Airport Improvement Aid. To approve with correction – that the following be added to the Resolution title: Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid to include "Construct International Arrivals Clearance Facility; Replace Access Control and CCTV Systems; Construct Baggage Claim Modifications; Reconstruct Taxiways; Acquire Snow Removal Equipment; Land Acquisition; and any necessary related work. See Resolutions, Ordinances April County Board.
22. Airport - Bid for Removal of Hazardous Materials. To award to Asbestos Removal, Inc. in the amount of \$44,959.00.
23. Airport - Budget Adjustment Request (#11-35): Moving compliance upgrade cost from Capital Outlay to Equipment – Non-outlay. To approve.

24. Airport - Budget Status Financial Report for December, 2010. Receive and place on file.
25. Airport - Director's Report. Receive and place on file.
26. Audit of bills. *Bills not available, no action taken.*

A motion was made by Supervisor Dantine and seconded by Supervisor Fleck **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 8e(i) -- REPORT OF LAND CONSERVATION SUB-COMMITTEE. NO MEETING. NO REPORT**

**No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF APRIL 20, 2011**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on April 20, 2011 and recommends the following motions:

1. Review of minutes:
  - a. Circuit Court Security Committee Meeting (January 18, 2011).
  - b. Emergency Medical Services Council (February 16, 2011).
2. Sheriff - Key Factor Report for April, 2011 and Jail Average Daily Population by Month and Type for the Calendar Year 2010.
3. Sheriff - Budget Status Financial Reports for December, 2010 unaudited and February, 2011.
4. Sheriff - Budget Adjustment Request (#11-42): Increase in expenses with offsetting increase in revenue.
5. Sheriff's Report.
6. Public Safety Communication - Budget Status Financial Report for February, 2011.
7. Public Safety Communication - Budget Adjustment Request (#11-34): Increase in expenses with offsetting increase in revenue.
8. Public Safety Communication - Budget Adjustment Request (#11-38): Increase in expenses with offsetting increase in revenue.
9. Public Safety Communication - Budget Adjustment Request (#11-44): Increase in expenses with offsetting increase in revenue.
10. Public Safety Communication - Director's Report.
11. Circuit Courts - Budget Status Financial Report for January and February, 2011.
12. Audit of bills. *No action taken.*

A motion was made by Supervisor De Wane and seconded by Supervisor Vander Leest **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 9 --        RESOLUTIONS, ORDINANCES:**

**No. 9a --        RESOLUTION TO APPROVE THIRD AMENDMENT TO LEASE AGREEMENT  
AND THIRD AMENDMENT TO ASSIGNMENT AND ASSUMPTION  
AGREEMENT**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

WHEREAS, Brown County and the Green Bay Area Convention and Visitor Bureau entered a lease agreement on August 1, 1999 for a five year term commencing on the date of occupancy, and Brown County consented to an Assignment and Assumption under which Promotion Management, Inc. (PMI) assumed all the rights and obligations under the lease, except for payment of rent from the Convention and Visitor Bureau; and

WHEREAS, Brown County and the Convention and Visitor Bureau entered a First Amendment to Lease Agreement in March 2006 to extend the lease term for a five year term from June 1, 2006 and to give the Convention and Visitor Bureau the option to extend lease for one additional five year term, and the Convention and Visitor Bureau and PMI entered a First Amendment to Assignment and Assumption Agreement approved by Brown County with terms comparable to the lease amendment at the same time; and

WHEREAS, the First Amendment to Lease Agreement and the First Amendment to Assignment and Assumption Agreement required PMI to pay the sum of one million ten thousand dollars (\$1,010,000.00) per year to the Convention and Visitor Bureau and required the Convention and Visitor Bureau to pay one hundred and sixty thousand dollars (\$160,000) to Brown County for base rent each year; and

WHEREAS, Brown County and the Convention and Visitor Bureau entered a second amendment to the lease agreement in August 2008 to substitute parking lots encompassed within the lease agreement; and

WHEREAS, the Convention and Visitor Bureau now wants to exercise its right to extend the lease term for up to five years in five one year terms to commence on June 1, 2011 in a Third Amendment to Lease Agreement and requests Brown County's approval of a Third Amendment to Assignment and Assumption Agreement containing the same extension of term provisions; and

WHEREAS, the Convention and Visitor Bureau's base rent payment as stated above and PMI's payment to the Convention and Visitor Bureau will remain the same during the first one year extension, but will be subject to negotiation prior to future one year terms.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves, on behalf of Brown County, the attached "Third Amendment to Lease Agreement" which incorporates terms of the lease agreement and the first and second amendments to the lease agreement.

BE IT FURTHER RESOLVED that Brown County by the Board of Supervisors, consents to the terms and conditions of the attached Third Amendment to Assignment and Assumption Agreement between the Convention and Visitor Bureau which incorporates the Assignment and Assumption Agreement and the first and second amendments to the Assignment and Assumption Agreement.

Respectfully submitted,  
EDUCATION & RECREATION COMMITTEE  
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This resolution approves a continuation of the current base rent from the Green Bay Area Convention and Visitor Bureau to Brown County.

### **THIRD AMENDMENT TO LEASE AGREEMENT**

This Third Amendment to Lease Agreement (hereinafter the "Third Amendment") is made and entered into this 29<sup>th</sup> day of April, 2011, effective June 1, 2011, by and between Brown County, Wisconsin (hereinafter referred to as "Tenant") and Greater Green Bay Convention and Visitor Bureau, Inc. ("CVB"), a Wisconsin nonstock corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin (hereinafter referred to as "Subtenant") and formerly known as Green Bay Area Visitor and Convention Bureau, Inc. ("VCB").

WITNESSETH:

WHEREAS, Tenant and Subtenant did enter into a Lease Agreement dated August 1, 1999 (the "Lease Agreement") wherein the Tenant did lease to Subtenant as follows:

The Resch Center (therein described as a new Arena to be constructed using proceeds from a tax-exempt borrowing), the Brown County Veterans Memorial Arena; the existing Exposition Hall; and its adjacent parking and vacant land attached to the Lease Agreement all in the Village of Ashwaubenon, Brown County, Wisconsin and generally described as the "Veterans Memorial Complex."

WHEREAS, Tenant and Subtenant did enter into a First Amendment to Lease Agreement on March 15, 2006, effective June 1, 2006 (the "First Amendment") for purposes of extending the lease term and incorporating within the Veterans Memorial Complex the former Hall of Fame Building and the previously identified Youth Hockey lot for parking; and

WHEREAS, the parties entered into a Second Amendment to Lease Agreement on August 20, 2008, effective September 1, 2008 (the "Second Amendment") whereby the Youth Hockey Lot was removed from the Leased Premises and the lot known as the "Blue Lot" was included as part of the Veterans Memorial Complex; and

WHEREAS, the term of the Lease as extended by the First Amendment is set to expire on May 31, 2011 and the Subtenant has the right, pursuant to the First Amendment, to renew the Lease for an additional five (5) year term, at its option, however, the Subtenant is requesting that the additional five (5) year term be broken down into individual single year terms in order to accommodate its position with Promotion Management, Inc. ("PMI"), which has

assumed all of the obligations of CVB under the Lease Agreement, as amended by the First Amendment, except for the Base Rent.

NOW THEREFORE, in consideration of mutual covenants, terms and conditions and the Lease Agreement and First Amendment, the parties do hereby agree as follows:

**FIRST:** Term of Lease. The provisions under the Lease Agreement at paragraph 1.1 and 1.2 are deleted in their entirety and the following is inserted in lieu thereof:

1.1 This Lease shall commence on June 1, 2011, and continue for a period of one (1) year thereafter (the "Term").

1.2 The Lease shall be renewable for four (4) additional one (1) year terms at the option of the Subtenant. If the Subtenant opts to renew this Lease, the renewal shall continue pursuant to the terms and conditions of the Lease Agreement, the First Amendment and the Second Amendment, except for rent which may be renegotiated.

**SECOND:** Except for the modifications set forth in this Third Amendment, all other terms and conditions of the Lease Agreement as amended by the Third Amendment are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this ~~Second~~ Third Amendment to Lease Agreement the day and year first above written.

**SUBTENANT:**

Greater Green Bay Convention and  
Visitor Bureau, Inc.

By: \s\ Brad Toll  
President

By: \s\ Adrian T. Ulatowski  
Chairman

**TENANT:**

Brown County, Wisconsin

By: \s\ Troy Streckenbach  
County Executive

**THIRD AMENDMENT TO ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This Third Amendment to Assignment and Assumption Agreement (hereinafter the "Third Amendment to Assignment") is made and entered into this 29<sup>th</sup> day of April, 2011, effective June 1, 2011, by and between the Greater Green Bay Convention and Visitor Bureau, Inc., a Wisconsin non-stock, non-profit corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin ("CVB") formerly known as the Green Bay Area Visitor and Convention Bureau, Inc., ("VCB") and Promotional Management, Inc., a Wisconsin non-stock corporation, with its offices located 1901 South Oneida Street, Green Bay, Wisconsin ("PMI").

WHEREAS, CVB is a Subtenant under that certain Lease Agreement dated August 1, 1999 (the "Lease Agreement") by and between Subtenant and Brown County, Wisconsin (the "Tenant"); and

WHEREAS, the Lease Agreement was amended by the parties to extend the Lease term as well as to provide for additional space to be incorporated within the Lease Agreement, that being the Hall of Fame Building and also providing for the control of that parcel of land formerly identified as the Youth Hockey lot for parking by the Subtenant, which First Amendment to Lease Agreement was dated March 15, 2006, effective June 1, 2006 (the "First Amendment"); and

WHEREAS, the parties entered into the Second Amendment to Lease Agreement dated August 20, 2008, effective September 1, 2008 (the "Second Amendment") whereby the Youth Hockey Lot was removed from the Leased Premises and the lot known as the "Blue Lot" was added to be part of the Veterans Memorial Complex; and

WHEREAS, the parties did execute an Assignment and Assumption Agreement on February 25, 2002, effective June 3, 1999, (the "Assignment and Assumption Agreement"), which was amended by the First Amendment to Assignment and Assumption Agreement dated March 15, 2006 (the "First Amendment to Assignment") for purposes of incorporating the modifications made to the Lease Agreement by the First Amendment; and

WHEREAS, the parties further modified the Assignment and Assumption Agreement to acknowledge the changes to the Lease Agreement by the Second Amendment (the "Second Amendment to Assignment and Assumption Agreement"); and

WHEREAS, PMI and CVB acknowledge that the Lease Agreement, as amended by the First Amendment, is set to expire on May 31, 2011, and the CVB has the right to extend the term with the Tenant for an additional five (5) years, but the parties prefer to have the Lease renewed for a one (1) year period of time with the right to extend for an additional period of one (1) year each over a four (4) year period of time and the Tenant has agreed to such a modification.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and the Assignment and Assumption Agreement, as amended, the parties do hereby agree as follows:

*FIRST* The provisions under the Assignment and Assumption Agreement at Paragraph 3 are deleted in their entirety and the following is inserted in lieu thereof:

**3. Payment:**

a. PMI shall pay to VCB during the term of the Lease Agreement commencing June 1, 2011 through May 31, 2012 (the "Term") the sum of One Million Ten Thousand Dollars (\$1,010,000.00) annually, in equal twelve (12) monthly installments commencing on the 1st day of June, 2011, and continuing on the 1st day of each month thereafter during the Term.



In the event that the Lease Agreement is renewed for additional one (1) year term(s), the Assignment and Assumption Agreement shall likewise be renewed under continuing terms and conditions except for the rent payment which shall be subject to negotiation by the parties.

**SECOND** Leased Premises Definition. The parties acknowledge that the Leased Premises includes the Veterans Memorial Complex as defined in the Lease Agreement, together with the former Hall of Fame Building and the lot known as the "Blue Lot" but that the former Youth Hockey Lot is no longer part of the Veterans Memorial Complex.

**THIRD** Except for the modifications set forth in this Third Amendment to Assignment and Assumption all other terms and conditions set forth in the Assignment and Assumption Agreement, as amended by the First Amendment to Assignment and Assumption Agreement, and the Second Amendment to Assignment and Assumption Agreement, are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this Third Amendment to Assignment and Assumption the day and year first above written.

Greater Green Bay Convention and  
Visitor Bureau, Inc.

By: \s\ Brad Toll  
President

By: \s\ Adrian T. Ulatowski  
Chairman

Promotion Management, Inc.  
By: \s\ Ken Wachter

A motion was made by Supervisor Vander Leest and seconded by Supervisor Buckley "to adopt."

Following discussion, a voice vote was taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 4/28/2011

**No. 9b -- RESOLUTION REGARDING DEPARTMENT OF HUMAN RESOURCES  
REVIEW OF INDIVIDUAL EMPLOYMENT CONTRACTS**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the various departments of Brown County government will enter into individual employment contracts from time to time; and

WHEREAS, the Brown County Board of Supervisors desires consistency and legality among the various individual employment contracts entered into by Brown County; and

WHEREAS, the Department of human Resources possesses the expertise to oversee the drafting, execution and administration of individual employment contracts with Brown County.

NOW, THEREFORE, be it resolves, by the Brown County Board of Supervisors, that hereafter the Brown County Department of Human Resources shall review and approve any and all individual employment contracts with Brown County.

Respectfully submitted,  
EXECUTIVE COMMITTEE

A motion was made by Supervisor Erickson and seconded by Supervisor Kaster “to adopt.” Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:           \s\ Troy Streckenbach, County Executive           Date: 4/28/2011

No. 9c -- **RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$10,440,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2011A.**

**BROWN COUNTY, WISCONSIN**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$10,440,000 GENERAL OBLIGATION  
CORPORATE PURPOSE BONDS, SERIES 2011A**

WHEREAS, Brown County, Wisconsin (the “County”), is in need of funds aggregating \$10,440,001 for public purposes, including paying the costs of all or a portion of the projects listed in the Initial Resolution Authorizing General Obligation Bonds in an Amount Not To Exceed \$600,000 for the purpose of paying the cost of election tabulation equipment; Initial Resolution Authorizing General Obligation Bonds in an Amount Not To Exceed \$7,990,000 for the purpose of paying the cost of highway improvements including the CTH AAA (Oneida Street), CTH KB (Wisconsin Avenue – Main Street), CTH H (South Broadway Street) Bridge, CTH X (CTH PP to STH 57), CTH T (Caledonia Drive to STH 57), CTH D (CTH Z to STH 96), CTH MM (CTH G to Shadow Lane), CTH D (CTH Z to Plum Creek), and CTH DD (Van Dyke Road to STH 96); Initial Resolution Authorizing General Obligation Bonds in an Amount Not To Exceed \$1,850,000 for the purpose of paying the cost of Financial/Human Services Management System Electronic Medical Records (EMR); and Initial Resolution Authorizing General Obligation Bonds in an Amount Not To Exceed \$1 for the purpose of paying the cost of the Interoperable Two-Way Radio System (Phase II)” adopted by the County on March 16, 2011, (collectively, the “Public Purpose”); and

WHEREAS, the Director of Administration of the County and the County’s financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of \$10,440,000 Brown County, Wisconsin, General Obligation Corporate Purpose Bonds, Series 2011A (the “Series 2011A Bonds”), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation corporate purpose bonds of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated April 11, 2011 (the "Preliminary Official Statement") describing the Series 2011A Bonds and the security therefore; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2011A Bonds (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2011A Bonds were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on April 20, 2011; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin (hereinafter referred to as the "Purchaser"), bidding the price of \$10,522,289.94 (\$10,440,000.00 principal amount of the Series 2011A Bonds, plus net premium of \$187,423.60, less underwriter's discount of \$116,300.50, plus accrued interest from May 1, 2011 to May 11, 2011 of \$11,166.84) for the entire issue of Series 2011A Bonds (the "Purchase Price"), to bear interest at the rates shown herein for Series 2011A Bonds maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its General Obligation Corporate Purpose Bonds in the amount of \$10,440,000 for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Act" shall mean Chapter 67 of the Wisconsin Statutes, as amended;

"Bond Registrar" shall mean the Fiscal Agent;

"Code" shall mean the Internal Revenue Code of 1986, as amended;

"County" shall mean Brown County, Wisconsin;

"Dated Date" shall mean May 1, 2011;

"Debt Service Fund Account" shall mean the Debt Service Fund Account of the County, which shall be the "special redemption fund" as such term is defined in the Act;

"Fiscal Agency Agreement" shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

"Fiscal Agent" shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

"Governing Body" shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

"Public Purpose" shall mean the public purpose described in the preamble to this Resolution;

"Purchase Price" shall mean \$10,522,289.94 (\$10,440,000.00 principal amount of the Series 2011A Bonds, plus net premium of \$187,423.60, less underwriter's discount of \$116,300.50, plus accrued interest from May 1, 2011 to May 11, 2011 of \$11,166.84);

"Purchaser" shall mean Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin;

"Record Date" shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or its nominee; and

"Series 2011A Bonds" shall mean the County's \$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A.

Section 2. Authorization of the Series 2011A Bonds. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of \$10,440,000; and fully registered General Obligation Corporate Purpose Bonds of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2011A Bonds. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, General Obligation Corporate Purpose Bonds in the aggregate principal amount of \$10,440,000 for the Purchase Price.

Section 4. Terms of the Series 2011A Bonds. The Series 2011A Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2011A"; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2011A Bonds shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable commencing on November 1, 2011 and semi-annually thereafter on May 1 and November 1 of each year.

### MATURITY SCHEDULE

<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$255,000	2.000%
2013	260,000	3.000%
2014	260,000	3.000%
2015	265,000	3.000%
2016	270,000	3.000%
2017	275,000	3.000%
2018	280,000	3.000%
2019	290,000	3.000%
2020	895,000	4.000%
2021	620,000	4.000%
2022	635,000	4.000%
2023	660,000	4.000%
2024	685,000	4.000%
2025	710,000	4.000%
2026	740,000	4.000%
2027	775,000	4.125%
2028	810,000	4.250%
2029	855,000	4.250%
2030	900,000	4.375%

The Series 2011A Bonds maturing November 1, 2021 and thereafter are subject to call and prior redemption on November 1, 2020 or any date thereafter, in whole or in part, from maturities selected by the County, and by lot within each maturity at par plus accrued interest to the date of redemption.

If the Series 2011A Bonds are in book-entry-only form, and less than all of a particular maturity of the Series 2011A Bonds is to be redeemed, selection of the beneficial owners of the Series 2011A Bonds affected thereby shall be made solely by the Securities Depository and its direct and indirect participants in accordance with their then-prevailing rules. If the Series 2011A Bonds are not in book-entry-only form, and less than all of a particular maturity of the Series 2011A Bonds is to be redeemed, selection shall be by lot.

So long as the Series 2011A Bonds are in book-entry-only form, notice of the redemption of any of the Series 2011A Bonds shall be sent to the Securities Depository, in the manner required by the Securities Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Securities Depository, in the manner required by the Securities Depository, not less than 15 days prior to the proposed redemption date. If the Series 2011A Bonds are not in book-entry-only form, (i) a notice of the redemption of any of the Series 2011A Bonds shall be mailed, postage prepaid, not less than 30 and not more than 60 days before the redemption date to the registered owners of any Series 2011A Bonds to be redeemed (provided, however, that failure to give any such notice by mail or any defect therein shall not affect the validity of any proceedings for the redemption of the Series 2011A Bonds if notice thereof has been published at least once not less than 30 and not more than 45 days prior to the date of redemption in a financial journal or newspaper published or circulated in New York, New York), and (ii) a notice of redemption may be revoked by the mailing of a notice, postage prepaid, not less than 15

days prior to the proposed redemption date to the registered owners of any Series 2011A Bonds which were to have been redeemed (provided, however, that failure to mail any such notice shall not affect the validity of such revocation if notice thereof has been published at least once not less than 15 days prior to the proposed redemption date in a financial journal or newspaper published or circulated in New York, New York).

Interest on any Series 2011A Bond so called for prior redemption shall cease to accrue on the redemption date, provided that payment thereof has been duly made or provided for.

Section 5. Form, Execution, Registration and Payment of the Series 2011A Bonds. The Series 2011A Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2011A Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2011A Bonds shall be paid by the Fiscal Agent.

Both the principal of and interest on the Series 2011A Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2011A Bonds will be payable upon presentation and surrender of the Series 2011A Bonds to the Fiscal Agent. Payment of principal on the Series 2011A Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2011A Bond who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Construction Fund. The sale proceeds of the Series 2011A Bonds herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2011A Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series 2011A Bonds as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

- (a) Levy for the year 2011 in the amount of \$657,006.26, being the sum of:
- \$201,003.13 for interest due on May 1, 2012;
  - \$255,000.00 for principal due on November 1, 2012; and
  - \$201,003.13 for interest due on November 1, 2012.
- (b) Levy for the year 2012 in the amount of \$656,906.26, being the sum of:
- \$198,453.13 for interest due on May 1, 2013;
  - \$260,000.00 for principal due on November 1, 2013; and
  - \$198,453.13 for interest due on November 1, 2013.
- (c) Levy for the year 2013 in the amount of \$649,106.26, being the sum of:
- \$194,553.13 for interest due on May 1, 2014;
  - \$260,000.00 for principal due on November 1, 2014; and
  - \$194,553.13 for interest due on November 1, 2014.
- (d) Levy for the year 2014 in the amount of \$646,306.26, being the sum of:
- \$190,653.13 for interest due on May 1, 2015;
  - \$265,000.00 for principal due on November 1, 2015; and
  - \$190,653.13 for interest due on November 1, 2015.
- (e) Levy for the year 2015 in the amount of \$643,356.26, being the sum of:
- \$186,678.13 for interest due on May 1, 2016;
  - \$270,000.00 for principal due on November 1, 2016; and
  - \$186,678.13 for interest due on November 1, 2016.
- (f) Levy for the year 2016 in the amount of \$640,256.26, being the sum of:
- \$182,628.13 for interest due on May 1, 2017;
  - \$275,000.00 for principal due on November 1, 2017; and
  - \$182,628.13 for interest due on November 1, 2017.
- (g) Levy for the year 2017 in the amount of \$637,006.26, being the sum of:
- \$178,503.13 for interest due on May 1, 2018;
  - \$280,000.00 for principal due on November 1, 2018; and
  - \$178,503.13 for interest due on November 1, 2018.
- (h) Levy for the year 2018 in the amount of \$638,606.26, being the sum of:
- \$174,303.13 for interest due on May 1, 2019;
  - \$290,000.00 for principal due on November 1, 2019; and
  - \$174,303.13 for interest due on November 1, 2019.

- (i) Levy for the year 2019 in the amount of \$1,234,906.26, being the sum of:
- \$169,953.13 for interest due on May 1, 2020;
  - \$895,000.00 for principal due on November 1, 2020; and
  - \$169,953.13 for interest due on November 1, 2020.
- (j) Levy for the year 2020 in the amount of \$924,106.26, being the sum of:
- \$152,053.13 for interest due on May 1, 2021;
  - \$620,000.00 for principal due on November 1, 2021; and
  - \$152,053.13 for interest due on November 1, 2021.
- (k) Levy for the year 2021 in the amount of \$914,306.26, being the sum of:
- \$139,653.13 for interest due on May 1, 2022;
  - \$635,000.00 for principal due on November 1, 2022; and
  - \$139,653.13 for interest due on November 1, 2022.
- (l) Levy for the year 2022 in the amount of \$913,906.26, being the sum of:
- \$126,953.13 for interest due on May 1, 2023;
  - \$660,000.00 for principal due on November 1, 2023; and
  - \$126,953.13 for interest due on November 1, 2023.
- (m) Levy for the year 2023 in the amount of \$912,506.26, being the sum of:
- \$113,753.13 for interest due on May 1, 2024;
  - \$685,000.00 for principal due on November 1, 2024; and
  - \$113,753.13 for interest due on November 1, 2024.
- (n) Levy for the year 2024 in the amount of \$910,106.26, being the sum of:
- \$100,053.13 for interest due on May 1, 2025;
  - \$710,000.00 for principal due on November 1, 2025; and
  - \$100,053.13 for interest due on November 1, 2025.
- (o) Levy for the year 2025 in the amount of \$911,706.26, being the sum of:
- \$85,853.13 for interest due on May 1, 2026;
  - \$740,000.00 for principal due on November 1, 2026; and
  - \$85,853.13 for interest due on November 1, 2026.
- (p) Levy for the year 2026 in the amount of \$917,106.26, being the sum of:
- \$71,053.13 for interest due on May 1, 2027;
  - \$775,000.00 for principal due on November 1, 2027; and
  - \$71,053.13 for interest due on November 1, 2027.



(q) Levy for the year 2027 in the amount of \$920,137.50, being the sum of:

\$55,068.75 for interest due on May 1, 2028;  
\$810,000.00 for principal due on November 1, 2028; and  
\$55,068.75 for interest due on November 1, 2028.

(r) Levy for the year 2028 in the amount of \$930,712.50, being the sum of:

\$37,856.25 for interest due on May 1, 2029;  
\$855,000.00 for principal due on November 1, 2029; and  
\$37,856.25 for interest due on November 1, 2029.

(s) Levy for the year 2029 in the amount of 939,375.00, being the sum of:

\$19,687.50 for interest due on May 1, 2030;  
\$900,000.00 for principal due on November 1, 2030; and  
\$19,687.50 for interest due on November 1, 2030.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2011A Bonds, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls with respect to the Series 2011A Bonds may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2011A Bonds when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Debt service funds on hand in the amount of \$201,003.13 are hereby appropriated to the Debt Service Fund Account for the Bonds created below. Said sum shall be irrevocably deposited in said Debt Service Fund Account and shall be used solely to pay interest on the Series 2011A Bonds on November 1, 2011.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for \$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2011A Bonds is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2011A Bonds; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2011A Bonds when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2011A Bonds when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2011A Bonds were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2011A Bonds until

all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2011A Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2011A Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2011A Bonds as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2011A Bonds have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2011A Bonds as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2011A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2011A Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2011A Bonds. The terms, conditions and provisions of the Series 2011A Bonds are, in all respects, authorized and approved. The Series 2011A Bonds shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated April 11, 2011 and the Official Statement dated April 20, 2011, are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2011A Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Bonds. The Series 2011A Bonds shall be transferable as follows:

(a) Each maturity of Series 2011A Bonds will be issued as a single Bond in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2011A Bonds. During the term of the Series 2011A Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "Participants"). No person for whom a Participant has an interest in Series 2011A Bonds (a "Beneficial Owner") shall receive Bond certificates representing their respective interest in the Series 2011A Bonds except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2011A Bonds will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2011A Bonds until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Bond certificates to the Beneficial Owners of the Series 2011A Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) Upon the reduction of the principal amount of any maturity of Series 2011A Bonds, the registered Series 2011A Bondowner may make a notation of such redemption on the panel of the Series 2011A Bond, stating the amount so redeemed, or may return the Series 2011A Bond to the County for exchange for a new Series 2011A Bond in a proper principal amount. Such notation, if made by the Series 2011A Bondowner, may be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Series 2011A Bond outstanding, unless the Bond Registrar initialed the notation on the panel.

(c) Immediately upon delivery of the Series 2011A Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the Bond certificates representing all of the Series 2011A Bonds with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2011A Bonds, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2011A Bonds will receive, hold or deliver any Bond certificates as long as the Securities Depository holds the Series 2011A Bonds immobilized from circulation.

(d) The Series 2011A Bonds may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository ("Substitute Depository") designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2011A Bonds shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that

any such Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2011A Bonds and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2011A Bondowner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2011A Bonds.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2011A Bonds.

#### Section 12. Compliance with Federal Tax Laws.

(a) The County represents and covenants that the Public Purpose financed by the Series 2011A Bonds and their ownership, management and use will not cause the Series 2011A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, and the County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2011A Bonds.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2011A Bonds, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2011A Bonds and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2011A Bonds are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2011A Bond proceeds held by the County. The County hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2011A Bonds and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2011A Bonds and shall make such records available upon reasonable request therefore.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County

charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2011A Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2011A Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2011A Bond to its maturity or, at the County's option, if said Series 2011A Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Series 2011A Bond at maturity, or at the County's option, if said Series 2011A Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Series 2011A Bonds on such date has been duly given or provided for.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2011A Bonds, and after issuance of any of the Series 2011A Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2011A Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Series 2011A Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2011A Bonds. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the

execution of Series 2011A Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Whyte Hirschboeck Dudek S.C., Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2011A Bonds.

Section 18. Not Bank Qualified. The Series 2011A Bonds will not be designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 19. Amendment to Resolution. After the issuance of any of the Series 2011A Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2011A Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from time to time, amend this Resolution without the consent of any of the owners of the Series 2011A Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2011A Bonds then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2011A Bond issued hereunder, or a reduction in the rate of interest on any Series 2011A Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Series 2011A Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Series 2011A Bond to which the change is applicable.

Section 20. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2011A Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2011A Bonds.

Section 21. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 22. Municipal Bond Insurance. If the purchaser of the Series 2011A Bonds obtains municipal bond insurance with respect to the Series 2011A Bonds, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2011A Bonds by the bond insurer and notices

to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2011A Bond provided herein.

Section 23. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 24. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 25. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Adopted: April 20, 2011.

Approved by:

\s\ Troy Streckenbach  
Brown County Executive

Date signed: 4/28/2011

## **EXHIBIT A**

### **OFFICIAL NOTICE OF SALE**

[See Appendix D of Preliminary Official Statement]

## **EXHIBIT B**

### **SUMMARY OF BIDS**

[See Attached]



**The PFM Group**  
Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

115 South 84th Street  
Suite 100  
Milwaukee, WI 53214

414 771-2700  
414 771-1041 fax  
www.pfm.com

# **TABULATION OF BIDS**

**\$10,440,000**  
**General Obligation Corporate Purpose Bonds, Series 2011A**  
**Brown County, Wisconsin**

## **AWARD:**

**Robert W. Baird & Co., Inc.**

**Sale Date: April 20, 2011**

**Dated: May 1, 2011**

**Due: November 1, 2012/2030**  
**Rating: Moody's "Aaa"**

**Bank Qualified: No**  
**Insured: No**

<u><b>BIDDERS</b></u>	<u><b>Address</b></u>	<u><b>Year</b></u>	<u><b>Rate</b></u>	<u><b>Yield</b></u>	
<b>Robert W. Baird &amp; Co., Inc.</b>	<b>Milwaukee, WI</b>	2012	2.000%	0.600%	
		2013	3.000%	0.850%	<u><b>Price</b></u>
		2014	3.000%	1.190%	<b>\$10,511,123.10</b>
		2015	3.000%	1.500%	
		2016	3.000%	1.870%	<u><b>NIC</b></u>
		2017	3.000%	2.230%	<b>\$5,287,305.19</b>
		2018	3.000%	2.530%	
		2019	3.000%	2.840%	<u><b>TIC</b></u>
		2020	4.000%	3.070%	<b>3.939427%</b>
		2021	4.000%	3.300%	
		2022	4.000%	3.530%	
		2023	4.000%	3.690%	
		2024	4.000%	3.850%	
		2025	4.000%	4.000%	
		2026	4.000%	4.110%	
		2027	4.125%	4.220%	
		2028	4.250%	4.320%	
		2029	4.250%	4.410%	
		2030	4.375%	4.500%	





Brown County, Wisconsin  
\$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A  
Tabulation of Bids  
April 20, 2011

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Piper Jaffray	Minneapolis, MN	2012	2.000%	
		2013	2.000%	
		2014	2.000%	<u>Price</u>
		2015	2.000%	\$10,542,714.80
		2016	3.000%	
		2017	3.000%	<u>NIC</u>
		2018	3.000%	\$5,308,885.20
		2019	4.000%	
		2020	4.000%	<u>TIC</u>
		2021	4.000%	3.942969%
		2022	4.000%	
		2023	4.000%	
		2024	4.000%	
		2025	4.000%	
		2026	4.125%	
		2027	4.125%	
		2028	4.250%	
		2029	4.375%	
		2030	4.500%	

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Citigroup Global Markets Inc.	Chicago, IL	2012	3.000%	
		2013	3.000%	
		2014	3.000%	<u>Price</u>
		2015	3.000%	\$10,837,074.18
		2016	3.000%	
		2017	3.250%	<u>NIC</u>
		2018	3.250%	\$5,427,582.07
		2019	3.250%	
		2020	4.000%	<u>TIC</u>
		2021	4.000%	3.948145%
		2022	4.000%	
		2023	4.000%	
		2024	4.000%	
		2025	4.000%	
		2026	4.000%	
		2027	5.000%	
		2028	5.000%	
		2029	5.000%	
		2030	5.000%	



Brown County, Wisconsin  
\$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A  
Tabulation of Bids  
April 20, 2011

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Southwest Securities, Inc.	New York, NY	2012	2.000%	
		2013	2.000%	
		2014	2.000%	<u>Price</u>
		2015	3.000%	\$10,547,344.30
		2016	3.000%	
		2017	3.000%	<u>NIC</u>
		2018	3.000%	\$5,494,124.45
		2019	3.000%	
		2020	4.000%	<u>TIC</u>
		2021	4.000%	4.067910%
		2022	4.000%	
		2023	4.000%	
		2024	4.000%	
		2025	4.000%	
		2026	4.125%	
		2027	4.250%	
		2028	4.250%	
		2029	5.000%	
		2030	5.000%	
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
BMO Capital Markets	Chicago, IL	2012	2.000%	
		2013	2.000%	
		2014	2.500%	<u>Price</u>
		2015	3.000%	\$11,039,715.05
		2016	3.250%	
		2017	3.500%	<u>NIC</u>
		2018	3.500%	\$5,687,397.45
		2019	4.000%	
		2020	4.000%	<u>TIC</u>
		2021	4.250%	4.092222%
		2022	4.500%	
		2023	5.000%	
		2024	5.000%	
		2025	5.000%	
		2026	5.000%	
		2027	5.000%	
		2028	5.000%	
		2029	5.000%	
		2030	5.000%	

**EXHIBIT C**

**BID FORM**

[See Attached]

**BID FORM**  
**\$10,440,000**  
**General Obligation Corporate Purpose Bonds, Series 2011A**  
**Brown County, Wisconsin**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Brown County, Wisconsin**  
**c/o Public Financial Management, Inc. (Fax: 414/771-1041)**

**Sale Date: April 20, 2011**

For all or none of the principal amount of the County's \$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$10,511,123.10 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2012	\$ 255,000	2.000%	2022	\$ 635,000	4.000%
2013	260,000	3.000%	2023	660,000	4.000%
2014	260,000	3.000%	2024	685,000	4.000%
2015	265,000	3.000%	2025	710,000	4.000%
2016	270,000	3.000%	2026	740,000	4.000%
2017	275,000	3.000%	2027	775,000	4.125%
2018	280,000	3.000%	2028	810,000	4.250%
2019	290,000	3.000%	2029	855,000	4.250%
2020	895,000	4.000%	2030	900,000	4.375%
2021	620,000	4.000%			

The Bonds mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing November 1, 2011. The Bonds maturing on November 1, 2021 and thereafter are subject to prior redemption at the option of the County on November 1, 2020, and any date thereafter at a price of par plus accrued interest.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated April 11, 2011. All blank spaces of this offer are intentional and are not to be construed as an omission. Our good faith deposit in the amount of \$104,400 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

**NOT PART OF THE BID**

Explanatory Note: According to our computation this bid involves the following:

\$ 5,287,305.19

Net Interest Cost

3.939427%

True Interest Rate (TIC)

Respectfully submitted,

Robert W. Baird & Co., Inc.

Account Manager



Peter Anderson

The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 20<sup>th</sup> day of April, 2010.

Guy Zima, Chairperson

Darlene K. Marcelle, County Clerk

**EXHIBIT D**

**FORM OF SERIES 2011A BOND**

REGISTERED  
NO. R-\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN

REGISTERED  
\$\_\_\_\_\_

BROWN COUNTY, WISCONSIN,  
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2011A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Principal Amount</u>	<u>CUSIP</u>
_____ %	November 1, _____	May 1, 2011	\$_____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2011A Bond is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable commencing on November 1, 2011 and semi-annually thereafter on May 1 and November 1 of each year.

The Bonds maturing November 1, 2021 and thereafter are subject to call and prior redemption on November 1, 2020 or any date thereafter, in whole or in part, from maturities selected by the County, and by lot within each maturity at par plus accrued interest to the date of redemption.

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). For the prompt payment of this Series 2011A Bond with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2011A Bond shall be payable only upon presentation and surrender of this Series 2011A Bond to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2011A Bond is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2011A Bond is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2011A Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2011A Bond of the same aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefore. The County may deem and treat the person in whose name

this Series 2011A Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2011A Bonds are issuable solely as negotiable, fully registered Series 2011A Bonds without coupons in authorized denominations of \$5,000 or any whole multiple thereof.

This Series 2011A Bond is one of an issue aggregating \$10,440,000 for public purposes, including paying the costs of all or a portion of the projects listed in the Initial Resolution authorizing general obligation bonds in an amount not to exceed \$600,000 for the purpose of paying the cost of election tabulation equipment; Initial Resolution authorizing general obligation bonds in an amount not to exceed \$7,990,000 for the purpose of paying the cost of highway improvements including the CTH AAA (Oneida Street), CTH KB (Wisconsin Avenue – Main Street), CTH H (South Broadway Street) Bridge, CTH X (CTH PP to STH 57), CTH T (Caledonia Drive to STH 57), CTH D (CTH Z to STH 96), CTH MM (CTH G to Shadow Lane), CTH D (CTH Z to Plum Creek), and CTH DD (Van Dyke Road to STH 96); Initial Resolution authorizing general obligation bonds in an amount not to exceed \$1,850,000 for the purpose of paying the cost of Financial/Human Services Management System Electronic Medical Records (EMR); and Initial Resolution authorizing general obligation bonds in an amount not to exceed \$1 for the purpose of paying the cost of the Interoperable Two-Way Radio System (Phase II)” adopted by the County on March 16, 2011 (collectively, the “Public Purpose”).

This Series 2011A Bond is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on April 20, 2011, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2011A Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2011A Bond and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrepealable tax sufficient to pay this Series 2011A Bond, together with interest thereon when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2011A Bond to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

[SEAL]

BROWN COUNTY, WISCONSIN

By: \s\ Guy Zima  
Guy Zima, Chairperson

Attest: \s\ Darlene K. Marcelle  
Darlene K. Marcelle, County Clerk

[FORM OF ASSIGNMENT]  
FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite name and address,  
including zip code, of Assignee)

---

(Please print or typewrite Social Security or  
other identifying number of Assignee)

the within Series 2011A Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2011A Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_.

---

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2011A Bond in every particular without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

---

### **EXHIBIT E**

#### **FISCAL AGENCY AGREEMENT**

**\$10,440,000**  
**Brown County, Wisconsin**  
**General Obligation Corporate Purpose Bonds, Series 2011A**

#### **FISCAL AGENCY AGREEMENT**

THIS AGREEMENT is made and entered into this May 11, 2011, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

#### **WITNESSETH:**

WHEREAS, the County has authorized the borrowing of the sum of TEN MILLION FOUR HUNDRED FORTY THOUSAND DOLLARS (\$10,440,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on March 16, 2011 and April 20, 2011 and has authorized the issuance and sale of \$10,440,000 principal amount of General Obligation Corporate Purpose Bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Corporate Purpose Bonds, Series 2011A"; shall be dated May 1, 2011; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

### MATURITY SCHEDULE

<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$255,000	2.000%
2013	260,000	3.000%
2014	260,000	3.000%
2015	265,000	3.000%
2016	270,000	3.000%
2017	275,000	3.000%
2018	280,000	3.000%
2019	290,000	3.000%
2020	895,000	4.000%
2021	620,000	4.000%
2022	635,000	4.000%
2023	660,000	4.000%
2024	685,000	4.000%
2025	710,000	4.000%
2026	740,000	4.000%
2027	775,000	4.125%
2028	810,000	4.250%
2029	855,000	4.250%
2030	900,000	4.375%

Interest shall be payable commencing on November 1, 2011 and semi-annually thereafter on May 1 and November 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

#### APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.



## INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

### CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

### REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

### PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

### REDEMPTION NOTICE

In the event the County exercises its option to redeem the Obligations prior to maturity, as long as the Obligations are in book-entry-only form, the County shall direct the Fiscal Agent to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty

(60) days prior to the redemption date. If less than all the Obligations of a maturity are to be called for redemption, the Obligations of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Obligations called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Obligations shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Obligations shall no longer be deemed to be outstanding.

#### UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

#### TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

#### STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

#### FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

#### MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the

registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

**BROWN COUNTY, WISCONSIN**

[SEAL]

By: \s\ Guy Zima

Guy Zima, Chairperson

By: \s\ Darlene K. Marcelle

Darlene K. Marcelle, County Clerk

**ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**DEBT SERVICE SCHEDULE**

**\$10,440,000**

**Brown County, Wisconsin**

**General Obligation Corporate Purpose Bonds, Series 2011A**

[See Attached]

BOND DEBT SERVICE

Brown County, WI  
\$10,440,000 G.O. Bonds, Series 2011A  
Final - Based on bid by Robert W. Baird & Co., Inc.  
(Sources and Uses Subject to Change)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/11/2011						10,440,000	10,440,000
11/01/2011			201,003.13	201,003.13	201,003.13	10,440,000	10,440,000
05/01/2012			201,003.13	201,003.13		10,440,000	10,440,000
11/01/2012	255,000	2.000%	201,003.13	456,003.13	657,006.26	10,185,000	10,185,000
05/01/2013			198,453.13	198,453.13		10,185,000	10,185,000
11/01/2013	260,000	3.000%	198,453.13	458,453.13	656,906.26	9,925,000	9,925,000
05/01/2014			194,553.13	194,553.13		9,925,000	9,925,000
11/01/2014	260,000	3.000%	194,553.13	454,553.13	649,106.26	9,665,000	9,665,000
05/01/2015			190,653.13	190,653.13		9,665,000	9,665,000
11/01/2015	265,000	3.000%	190,653.13	455,653.13	646,306.26	9,400,000	9,400,000
05/01/2016			186,678.13	186,678.13		9,400,000	9,400,000
11/01/2016	270,000	3.000%	186,678.13	456,678.13	643,356.26	9,130,000	9,130,000
05/01/2017			182,628.13	182,628.13		9,130,000	9,130,000
11/01/2017	275,000	3.000%	182,628.13	457,628.13	640,256.26	8,855,000	8,855,000
05/01/2018			178,503.13	178,503.13		8,855,000	8,855,000
11/01/2018	280,000	3.000%	178,503.13	458,503.13	637,006.26	8,575,000	8,575,000
05/01/2019			174,303.13	174,303.13		8,575,000	8,575,000
11/01/2019	290,000	3.000%	174,303.13	464,303.13	638,606.26	8,285,000	8,285,000
05/01/2020			169,953.13	169,953.13		8,285,000	8,285,000
11/01/2020	895,000	4.000%	169,953.13	1,064,953.13	1,234,906.26	7,390,000	7,390,000
05/01/2021			152,053.13	152,053.13		7,390,000	7,390,000
11/01/2021	620,000	4.000%	152,053.13	772,053.13	924,106.26	6,770,000	6,770,000
05/01/2022			139,653.13	139,653.13		6,770,000	6,770,000
11/01/2022	635,000	4.000%	139,653.13	774,653.13	914,306.26	6,135,000	6,135,000
05/01/2023			126,953.13	126,953.13		6,135,000	6,135,000
11/01/2023	660,000	4.000%	126,953.13	786,953.13	913,906.26	5,475,000	5,475,000
05/01/2024			113,753.13	113,753.13		5,475,000	5,475,000
11/01/2024	685,000	4.000%	113,753.13	798,753.13	912,506.26	4,790,000	4,790,000
05/01/2025			100,053.13	100,053.13		4,790,000	4,790,000
11/01/2025	710,000	4.000%	100,053.13	810,053.13	910,106.26	4,080,000	4,080,000
05/01/2026			85,853.13	85,853.13		4,080,000	4,080,000
11/01/2026	740,000	4.000%	85,853.13	825,853.13	911,706.26	3,340,000	3,340,000
05/01/2027			71,053.13	71,053.13		3,340,000	3,340,000
11/01/2027	775,000	4.125%	71,053.13	846,053.13	917,106.26	2,565,000	2,565,000
05/01/2028			55,068.75	55,068.75		2,565,000	2,565,000
11/01/2028	810,000	4.250%	55,068.75	865,068.75	920,137.50	1,755,000	1,755,000
05/01/2029			37,856.25	37,856.25		1,755,000	1,755,000
11/01/2029	855,000	4.250%	37,856.25	892,856.25	930,712.50	900,000	900,000
05/01/2030			19,687.50	19,687.50		900,000	900,000
11/01/2030	900,000	4.375%	19,687.50	919,687.50	939,375.00		
	10,440,000		5,358,428.29	15,798,428.29	15,798,428.29		

**EXHIBIT B**

**FISCAL AGENT FEE SCHEDULE**

Acceptance Fee:     \$325  
Annual Fee:         \$350

Plus out-of-pocket expenses.

**EXHIBIT F**

**SECTION 893.77 NOTICE**

On April 20, 2011, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its \$10,440,000 General Obligation Corporate Purpose Bonds, Series 2011A.

The closing for the above-referenced bonds will be held on or about May 11, 2011. Copies of all proceedings had to date with respect to the authorization and sale of said bonds are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: April 20, 2011.  
Darlene K. Marcelle  
County Clerk

A motion was made by Supervisor Clancy and seconded by Supervisor De Wane **"to adopt."**

Following discussion, vote taken.

Roll Call 9c – Sale of Bonding of \$10,440,000:

Ayes:           Tumpach, De Wane, Theisen, Krueger, Haefs, Erickson, Brunette, Zima, Evans,  
                  Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy,  
                  Wetzel, Scray, Carpenter, Lund, Fewell

Nays:           Nicholson, Vander Leest

Excused:       La Violette, Moynihan

Total Ayes:           22                   Total Nays:           2           Total Excused:       2

Motion carried.

Approved by:           \s\ Troy Streckenbach, County Executive                     Date: 4/28/2011

**No. 9d --      RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION UW-EXTENSION  
EXTEND GRANT FUNDED POSITION (GOT DIRT? MARKETING  
COORDINATOR LTE)**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

WHEREAS, the UW-Extension table of organization currently includes a .50 FTE grant funded Got Dirt? Marketing Coordinator LTE position; and

WHEREAS, due to the amount of time the position has been vacant and the amount of work remaining to satisfy the grant, the grant expiration date has been extended to 3/31/12; and

WHEREAS, the position was budgeted for 1,040 hours in 2011 but because it has been vacant, the hours can be increased to 1,680 for the duration of the position; and

WHEREAS, after a thorough review was completed by Human Resources in conjunction with UW-Extension, the following change to the table of organization is recommended; and

WHEREAS, Human Resources and UW-Extension recommend increasing the grant funded Got Dirt? Marketing Coordinator LTE position in the UW-Extension table of organization from .50 FTE to .75 FTE for 1,680 hours or until expiration of the grant on 3/31/12; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, to increase the grant funded Got Dirt? Marketing Coordinator LTE in the UW-Extension table of organization to .75 FTE for 1,680 hours or until expiration of the grant on 3/31/12.

BE IT FURTHER RESOLVED, that the position is 100% grant funded with no benefits resulting in no fiscal impact to the budget. Should funding be eliminated, the position will end and be eliminated from UW-Extension's table of organization.

Budget Impact: This resolution does not require an appropriation from the General Fund.

UW-Extension

Got Dirt? Marketing Coordinator LTE

Delete (.50) FTE; Add .75 FTE (1,680 total hours or through 3/31/12)

<b><u>2011 Partial Budget Impact</u></b> <b><u>(5/01/11 – 12/31/11)</u></b>	<b><u>FTE</u></b>	<b><u>Addition/ Deletion</u></b>	<b><u>Salary</u></b>	<b><u>Fringe</u></b>	<b><u>Total</u></b>
Got Dirt? Marketing Coordinator (LTE)	(.50)	Deletion	(\$10,400)	(\$ 796)	(\$11,196)
Got Dirt? Marketing Coordinator (LTE)	.75	Addition	\$16,800	\$1,285	\$18,085
Total Salary & Fringe			\$6,400	\$ 489	\$ 6,889
Grant Revenue			(\$6,400)	(\$ 489)	(\$ 6,889)
<b>2011 PARTIAL BUDGET IMPACT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<u>2011 Annualized Budget Impact</u>	<u>FTE</u>	<u>Additio n/ Deletio n</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Got Dirt? Marketing Coordinator (LTE)	(.50)	Deletio n	(\$15,600)	(\$1,193)	(\$16,793)
Got Dirt? Marketing Coordinator (LTE)	.75	Additio n	\$25,200	\$1,928	\$27,128
Total Salary & Fringe			\$9,600	\$ 734	\$10,334
Grant Revenue			(\$9,600)	(\$ 734)	(\$10,334)
<b>2011 ANNUAL BUDGET IMPACT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

A motion was made by Supervisor Erickson and seconded by Supervisor Fleck “to adopt.” Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 4/28/2011

#### ATTACHMENT TO RESOLUTION #9d

#### MEMO

March 10, 2011

To: Debbie Klarkowski  
Human Resources Manager

Fr: Lisa Younk  
Human Resources Analyst

RE: UW Extension: Increase Got Dirt? Marketing Coordinator position from .5 FTE to .75 FTE and extension position expiration date

The grant which pays for the Got Dirt? Marketing Coordinator position has been extended due to the vacancy issues with the position and the amount of work still to be completed to satisfy the grant requirements.

The position was vacated twice in 2010, leaving a number of tasks yet to be completed. The grant was originally expected to expire on 6/30/2011 but has been extended until 3/31/12. The position was originally budgeted at 1,040 hours for 2011, but since it has been vacant those hours can be increased to 1,680 for the duration of the position.

The increased hours should also make the position more appealing to applicants and hopefully draw a candidate who will commit to the duration of the position.

Because this position is 100% grant funded any impact to the department budget will be offset by grant dollars. This position is contingent upon grant funding and will be eliminated from the table of organization when external funding ceases.



It is recommended to increase the position to .75 FTE and extend the position expiration to 3/31/12.

**No. 9e --      RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION UW-EXTENSION  
ADDITION OF GRANT FUNDED POSITION (HORTICULTURE PROJECT  
COORDINATOR LTE.)**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

WHEREAS, the NEW Master Gardeners organization received an Urban Forestry grant from the Wisconsin DNR to fund a horticulture position for 400 hours over two (2) years from date of hire; and

WHEREAS, the NEW Master Gardeners organization does not have the space or resources to fulfill the grant requirements and has requested to sub-contract with UW-Extension to hire a Horticulture Project Coordinator LTE to plan, coordinate and establish an urban tree resource center at the Green Bay Botanical Garden; and

WHEREAS, this position will be fully funded by the DNR Urban Forestry grant. Should the funding be eliminated, the position will end and be eliminated from UW-Extension's table of organization; and

WHEREAS, after a thorough review was completed by Human Resources in conjunction with UW-Extension, the following change to the table of organization is recommended; and

WHEREAS, Human Resources and UW-Extension recommend the addition of a .10 FTE Horticulture Project Coordinator LTE to the UW-Extension table of organization for a period of 400 hours over two (2) years from date of hire; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of a grant funded .10 FTE Horticulture Project Coordinator LTE to the UW-Extension table of organization for a period of 400 hours over two (2) years from date of hire.

BE IT FURTHER RESOLVED, that the position is 100% grant funded with no benefits resulting in no fiscal impact to the budget. Should funding be eliminated, the position will end and be eliminated from UW-Extension's table of organization.

**Budget Impact:** This resolution does not require an appropriation from the General Fund.

UW-Extension --Add .10 FTE Horticulture Project Manager LTE  
(400 hours over two years from date of hire)

	<u>05/01 – 12/31/11</u>	<u>2011 Annual</u>
Salary	\$1,600	\$2,400
Fringe	<u>\$ 122</u>	<u>\$ 184</u>
Total Salary & Fringe	\$1,722	\$2,584
Grant Revenue	<u>(\$1,722)</u>	<u>(\$2,584)</u>

**2011 BUDGET IMPACT**

**\$0.00**

**\$0.00**

A motion was made by Supervisor Dantine and seconded by Supervisor Kaster **“to adopt.”**  
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 4/28/2011

**ATTACHMENTS TO RESOLUTION #9e**

**(SEE FOLLOWING PAGES)**

HUMAN RESOURCES DEPARTMENT

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

HUMAN RESOURCES MANAGER

March 10, 2011

To: Debbie Klarkowski  
Human Resources Manager

Fr: Lisa Younk  
Human Resources Analyst

RE: UW Extension Addition of grant funded position: Horticulture Project Coordinator (LTE)

The NEW Master Gardeners received an Urban Forestry grant from the Wisconsin DNR. The purpose of the grant aligns well with some of the horticulture programs that currently exist at UW-Extension, and the Master Gardeners have requested that UW-Extension sub-contract with them to provide a staff member to plan, coordinate, and establish an urban tree resource center at the Green Bay Botanical Garden.

The Master Gardener organization does not have office space or paid employees so they are not able to coordinate the hiring of an individual to fulfill the grant requirements. Although UW-Extension can coordinate office space and payroll services, resources and time are not available within the current UW-Extension staffing structure to address the needs of the grant. The position will be scheduled for 400 work hours over the course of the 2-year project, at \$12.00 per hour. The position will be fully funded by the DNR Urban Forestry grant received by the Master Gardener organization.

Because this position is 100% grant funded any impact to the department budget will be offset by grant dollars. This position is contingent upon grant funding and will be eliminated from the table of organization when external funding ceases.

It is recommended to add (1) LTE Horticulture Project Coordinator position to address these additional responsibilities for the term of the grant, currently two years.

The position description, budget impact information, and grant approval for the new Horticulture Project Coordinator are attached.

qe

**2011 BUDGET IMPACT CALCULATION**

UW-Extension

Add grant funded Horticulture Project Coordinator (LTE)  
(400 hours over 2 year period)

	Horticulture Project Coordinator
<b><u>Budget Impact for the Period 5/1/11 - 12/31/11</u></b>	
2011 Estimated Salary (5/1/11 - 12/31/11)	\$ 1,600.00
2011 Estimated Fringe (5/1/11-12/31/11)	\$ 122.40
Total 2011 Salary & Fringe Cost	\$ 1,722.40
Grant Revenue	\$ (1,722.40)
<b>2011 PARTIAL BUDGET IMPACT</b>	<b><u>0.00</u></b>
<b><u>2011 Annual Budget Impact</u></b>	
2011 Estimated Annual Salary (1/1/11 - 12/31/11)	\$ 2,400.00
2011 Estimated Annual Fringe (1/1/11 - 12/31/11)	\$ 183.60
Total 2011 Salary & Fringe Cost	\$ 2,583.60
Grant Revenue	\$ (2,583.60)
<b>2011 TOTAL BUDGET IMPACT</b>	<b><u>0.00</u></b>

Note: this position is not currently reflected in the table of organization or budget

9e



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary

101 S. Webster St.  
Box 7921  
Madison, Wisconsin 53707-7921  
Telephone 608-266-2621  
FAX 608-267-3579  
TTY Access via relay - 711

December 30, 2010

Mr. John Hermanson, Master Gardner  
Northeastern Wisconsin Master Gardeners, Inc  
1150 Bellevue Street  
Green Bay, Wisconsin 54302

SUBJECT: 2011 Urban Forestry Program Grant Agreement  
► REQUIRES IMMEDIATE ATTENTION & SIGNATURE ◀

Dear Mr. Hermanson:

Congratulations! On behalf of Governor Jim Doyle, we are pleased to forward to you duplicate copies of an agreement for financial assistance from the Urban Forestry Grant Program.

<u>Project No.</u>	<u>Project Name</u>	<u>Sponsor</u>	<u>State Award</u>
UF-1033-11	Urban Tree Educational Resources	Northeastern Wisconsin Master Gardeners, Inc	\$15,465.00

Review the agreement and complete, sign, date, and return the yellow-colored DNR COPY of the project agreement, signed by the authorized representative, to Candice Sovinski, Urban Forestry Grant Coordinator, DNR, PO Box 7921, 101 S. Webster St., Madison, WI 53707 within ten business days.

Retain copies for your file. Funds will be encumbered when the above-referenced documents are returned.

- The period covered by this agreement: January 1, 2011 through December 31, 2011. Project costs incurred prior to January 1, 2011 will not be eligible for grant sharing.
- A final report of the project's activities will be due March 31, 2012 (see grant condition B.5.). Send the report to your Regional Urban Forestry Coordinator, Tracy Salisbury, DNR – NER, 2984 Shawano Ave, Green Bay, Wisconsin 54313.
- Since you, as a sponsor, are a not-for-profit organization, you are eligible to request a 50 percent advance payment of your grant award. If you desire the 50 percent advance payment of \$7,732.50 check the "advance payment request" box on the signature page of the grant agreement.

All work must be completed within the grant period and in accord with the terms of the agreement. Note the grant conditions contained in the agreement.

Changes cannot be made to the approved project scope, time period, and/or budget without prior approval from the Department. Contact Tracy Salisbury at 920-662-5450 if you have any questions.

Check your local procedures to insure you comply with all applicable state and federal laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The *Procurement Guide for Local Governments Receiving Grants (State or Federal) from the Wisconsin Department of Natural*

dnr.wi.gov  
wisconsin.gov



9e

*Resources* explains the department's general bidding and contracting standards for grant projects and is available at: <http://dnr.wi.gov/org/caer/cfa/grants/Forms/ProcurementGuide.pdf>

Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.

Instructions and forms for the financial administration of the project are enclosed. Submit the final reimbursement information **by March 31, 2012**. If you charge equipment usage to the grant, refer to the enclosed "DOT 2011 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment.

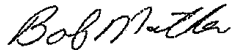
Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor's labor costs. For FY'11 grant projects, the DOA maximum fringe benefit rate is 48.59 percent. Fringe benefits may include employee insurance, retirement plans, social security contributions, worker compensation, etc.

If you are considering the use of a Consultant, please review the "Guidelines for Working with Consultants on Urban Forestry Grant Projects" that was included in the grant application packet. It is also available at: <http://dnr.wi.gov/forestry/UF/resources/consult.htm> These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.**

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,



Robert Mather, Director  
Bureau of Forest Management

Enclosures

cc: Tracy Salisbury – NER

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State of Wisconsin  
Department of Natural Resources  
Box 7921  
Madison, WI 53707-7921

URBAN FORESTRY GRANT AGREEMENT  
Form 8700-65 Rev. 1-01

### GRANT CONDITIONS

**NOTICE:** Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personally identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor	Project Number
Northeastern Wisconsin Master Gardeners, Inc	UF-1033-11

Project Title
Urban Tree Educational Resources

Period Covered by This Agreement	Name of Program
January 1, 2011 through December 31, 2011	Urban Forestry Grant Program

**Project Scope and Description of Project**  
The Northeastern Wisconsin Master Gardeners, Inc shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

**Project Description:** Urban Tree Educational Resources and Diagnostic Service

**Scope Details:**  
Information/Education/Outreach  
Training

<b>Project Cost:</b>	The following documents are hereby incorporated into and made part of this agreement:
Total Cost \$30,930.00	1. Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code
Fund Support 50%	2. Urban Forestry Grant Application and attachments dated October 01, 2010
State Aid Amount \$15,465.00	3.
Sponsor Share \$15,465.00	4.

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**A. GENERAL CONDITIONS**

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the Northeastern Wisconsin Master Gardeners, Inc (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **AFFIRMATIVE ACTION PLAN.** If this agreement is for an amount of at least twenty-five thousand dollars (\$25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.
7. **The PROJECT SPONSOR agrees:**
  - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
  - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
  - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
  - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
  - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.



- f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

**8. The DEPARTMENT agrees:**

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the Grant Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50% percent of the eligible project costs not to exceed a maximum of \$15,465.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.

- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

**B. SPECIAL CONDITIONS**

1. The PROJECT SPONSOR agrees to sign and return the grant agreement within 10 days of receipt of this agreement.
2. The Sponsor agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For FY'11 grant projects, the DOA maximum fringe benefit rate is 48.59 percent. Fringe benefits may include employee insurance, retirement plans, social security contributions, worker compensation, etc.
3. The Sponsor agrees to use the "DOT 2011 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
4. The sponsor agrees to provide to the department for review *within 6 months of project commencement*, an interim report to contain details of progress, findings, problems and other information regarding status of the project.
5. The Sponsor agrees to provide to the Department for review *within 90 days of grant expiration* a final project summary to include:
  - a. Documentation of all project activities during the grant period
  - b. Documentation and justification of all project modifications
  - c. Documentation of all public information and educational activities which were conducted
  - d. Conclusions and results
  - e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)
6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the department's satisfaction that there is a local commitment to, and involvement in, the project.
7. Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.
8. All published documents such as strategic or management plans, training materials, fact sheets, public awareness brochures, etc., must include the following statement in the introduction or other appropriate place: "This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under s. 23.097, Wis. Stat."
9. The sponsor agrees to provide to the department for review prior to purchase, printing, publication, or duplication any/all public awareness or educational materials developed for the project, to include: Publications & Display Material.
10. The sponsor gives the department permission to share products funded by this grant with other interested parties for instructional or educational purposes.

No. 9f -- **RESOLUTION RE: OPPOSING ELIMINATION OF MUNICIPAL RECYCLING REQUIREMENTS AND OPPOSING ELIMINATION OF RECYCLING GRANT PROGRAMS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

WHEREAS, recycling provides a whole host of environmental benefits, including preserving natural resources, less air pollution, energy savings, reduced greenhouse gas emissions, reducing mining wastes and conserving landfill space; and

WHEREAS, recycling also provides extensive economic benefits, providing material feedstock for manufacturing, business development, state and local tax revenue and four times more jobs than the disposal industry; and

WHEREAS, the University of Wisconsin Survey Center, commissioned by the Wisconsin Department of Natural Resources (2006), demonstrated that 93% of Wisconsin residents favor or strongly favor the Recycling Law and 96% of Wisconsin households are "committed" to recycling; and

WHEREAS, the State of Wisconsin mandated recycling in 1990 under 1989 Wisconsin Act 335 and Administrative code NR 544; and

WHEREAS, Towns, Villages, Cities and Counties, hereafter Municipalities, responded by becoming Responsible Units for Recycling and as such, invested millions of dollars in education, collection and processing infrastructure for Effective Recycling Programs; and

WHEREAS, to improve the efficiencies and cost effectiveness of the Brown, Outagamie and Winnebago County recycling programs, the counties developed and signed a Cooperative Agreement in 2002 which consolidated recycling processing operations and eliminated one County's Materials Recycling Facility (MRF); and

WHEREAS, in 2009 to further enhance operational efficiencies and to invest in needed technological improvements, Brown, Outagamie and Winnebago Counties consolidated all recycling processing operations from the three Counties into a single new jointly-owned \$9.8 million dollar single stream recycling MRF; and

WHEREAS, the State of Wisconsin originally proposed to cost share 66% of the Municipalities' costs for establishing and maintaining Effective Recycling Programs; and

WHEREAS, the source of recycling grant funding is landfill tipping fee surcharges; and

WHEREAS, Brown County solid waste customers send \$980,000 in landfill tipping fee surcharges to the State of Wisconsin; and

WHEREAS, the State of Wisconsin has imposed levy limits on Municipalities putting many under severe financial constraints; and

WHEREAS, the 2011-2013 Executive Budget Bill proposed by Governor Walker (AB 40 and SB 27) seeks to eliminate the requirement that Municipalities operate a recycling program; eliminates all financial assistance for Municipal recycling programs; converts the Recycling and Renewable Energy Segregated Fund to a newly created Economic Development Fund, and directs revenue collected on the landfill tipping fee surcharge into this fund; and

WHEREAS, the strength of Wisconsin's recycling program comes from its mandate, ensuring sufficient feedstock for economical recycling collection, processing and manufacturing public and private sector entities, and to eliminate this mandate and accompanying financial assistance in such a dramatic way (as of July 1st) will devastate Wisconsin's recycling program; and

WHEREAS, the Brown County Board of Supervisors stands united in its resolve with recycling program partners, Outagamie and Winnebago Counties in these matters;

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors opposes the elimination of the requirement that a Municipality operate a recycling program; and

BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors opposes the elimination of the State of Wisconsin's financial assistance program for municipal recycling during the 2011-2013 biennium; and

BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors supports the use of the landfill tipping fee surcharge as the source of funding for financial assistance to Municipalities, as it was intended; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Outagamie County, Winnebago County, Wisconsin Counties Association, Wisconsin Towns Association, League of Wisconsin Municipalities, Wisconsin Alliance of Cities, Brown County State Representatives and State Senators, Joint Committee on Finance and Governor Scott Walker.

Respectfully submitted,  
PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Lund and seconded by Supervisor Wetzel **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 4/28/2011

**No. 9g --      RESOLUTION RE: PETITIONING THE SECRETARY OF TRANSPORTATION  
FOR AIRPORT IMPROVEMENT AID**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the said County of Brown, Brown County, Wisconsin, hereinafter referred to as the Sponsor, being a municipal Body Corporate of the State of Wisconsin, is authorized by law (sec. 114.11, Wis. Stats.) to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the Sponsor desires to develop or improve the Austin Straubel International Airport, Brown County, Wisconsin; and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution; and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Chapter 114.33 (2) as amended, and a transcript of the hearing is transmitted with this petition.

NOW, THEREFORE, BE IT RESOLVED, by the Sponsor that a petition for Federal and (or) State Aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with Federal and/or State aid, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a transport type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:  
Construct International Arrivals Clearance Facility; Replace Access Control and CCTV Systems; Construct Baggage Claim Modifications; Reconstruct Taxiways; Acquire Snow Removal Equipment; Land Acquisition; and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Sponsor by the Secretary; the Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described

above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Sponsor does not provide the same; and

WHEREAS, the Sponsor is required by law (sec. 114.32(5), Wis. Stats.) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

BE IT FURTHER RESOLVED, by the Sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Chapter 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

BE IT FURTHER RESOLVED, the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wis. Stats., that the Sponsor may acquire the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project; and

BE IT FURTHER RESOLVED, that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement; and

BE IT FURTHER RESOLVED that the County Executive and County Clerk be authorized to sign and execute the Agency Agreement authorized by this Resolution.

Fiscal Note: This resolution does not require an appropriation from the General Fund. Brown County is petitioning for Airport Improvement Aid.

Respectfully submitted,  
PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Kaster and seconded by Supervisor Dantine **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:           \ s \       Troy Streckenbach, County Executive

Date: 4/28/2011

**ATTACHMENT TO RESOLUTION #9g**

**ON NEXT PAGE**

## AGENCY AGREEMENT

### DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS Madison, Wisconsin

#### AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, Brown County, Wisconsin, hereinafter referred to as the Sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Austin Straubel International Airport project to:

Construct International Arrivals Clearance Facility; Replace Access Control and CCTV Systems; Construct Baggage Claim Modifications; Reconstruct Taxiways; Acquire Snow Removal Equipment; Land Acquisition; and any necessary related work.

WHEREAS, the Sponsor adopted a resolution on April 20<sup>th</sup>, 2011, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution; and

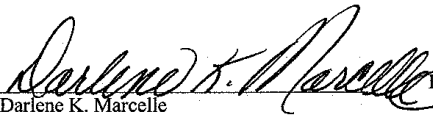
WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project;

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor;


IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:

Brown County, Wisconsin  
Sponsor

  
Darlene K. Marcelle  
County Clerk

By:

  
County Executive

By: SECRETARY OF TRANSPORTATION

\_\_\_\_\_  
David M. Greene, Director  
Bureau of Aeronautics

**No. 10 -- CLOSED SESSION: NO CLOSED SESSION NECESSARY.**

**No. 11 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

**No. 11a -- LATE COMMUNICATION FROM SUPERVISOR DANTINNE RE: THAT THE PRIME CONTRACTOR DOES A CERTAIN PERCENTAGE OF THE WORK THAT IS BID TO BROWN COUNTY**

Refer to Administration Committee

**No. 12 -- BILLS OVER \$5,000 FOR PERIOD ENDING MARCH 31, 2011.**

A motion was made by Supervisor Clancy and seconded by Supervisor Fleck **“to pay the bills for the period ending March 31, 2011”**. Voice vote taken. Motion carried unanimously with no abstentions.

**No. 13 -- CLOSING ROLL CALL.**

Present: Tumpach, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Scray, Carpenter, Lund, Fewell

Excused: La Violette, Moynihan

Total Present: 24                      Total Excused: 2

**No. 14 -- ADJOURNMENT TO WEDNESDAY, MAY 18, 2011 AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Erickson and seconded by Supervisor Schuller **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned **on Wednesday, April 20, 2011 at 8:50 p.m.**

/S/ Darlene K. Marcelle  
Brown County Clerk